

<i>SERFF Tracking Number:</i>	<i>HART-125661684</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FN.07.883.2008.10</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Computer and Media 2008</i>		
<i>Project Name/Number:</i>	<i>Spectrum/FN.07.883.2008.10</i>		

Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: Computer and Media 2008	SERFF Tr Num: HART-125661684	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 05.0003 Commercial Package	Co Tr Num: FN.07.883.2008.10	State Status: Fees verified and received
Filing Type: Form	Co Status: Initial Filing	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Joyce Driscoll, Marilu Gonzalez, Stephanie Wieczorek, David Logan, Sima Nizami, Angela Isaac	Disposition Date: 06/02/2008
	Date Submitted: 05/21/2008	Disposition Status: Approved
Effective Date Requested (New): 07/12/2008		Effective Date (New): 07/12/2008
Effective Date Requested (Renewal): 07/12/2008		Effective Date (Renewal): 07/12/2008

State Filing Description:

General Information

Project Name: Spectrum	Status of Filing in Domicile:
Project Number: FN.07.883.2008.10	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/02/2008	
State Status Changed: 06/02/2008	Deemer Date:
Corresponding Filing Tracking Number:	

SERFF Tracking Number: HART-125661684 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FN.07.883.2008.10
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
 Liability
 Product Name: Computer and Media 2008
 Project Name/Number: Spectrum/FN.07.883.2008.10

Filing Description:

This filing introduces a revised form for use with our Spectrum and Spectrum Xpand policies as described in the Explanatory Memorandum prepared by Samuel Wilson, AU AIS, Product Specialist.

Company and Contact

Filing Contact Information

Marilu Gonzalez, Filing Analyst marilu.gonzalez2@thehartford.com
 Hartford Plaza HO-GL-19 (860) 547-3471 [Phone]
 Hartford, CT 06155 (860) 547-5941[FAX]

Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property

Hartford, CT 06115 (860) 547-5000 ext. [Phone]	Group Name: FEIN Number: 06-0732738 -----	State ID Number:
Hartford Accident and Indemnity Company 690 Asylum Ave Hartford, CT 06115 (860) 547-5000 ext. [Phone]	CoCode: 22357 Group Code: 91 Group Name: FEIN Number: 06-0383030 -----	State of Domicile: Connecticut Company Type: Property State ID Number:
Hartford Fire Insurance Company Hartford Plaza 690 Asylum Avenue Hartford, CT 06115 (860) 547-5000 ext. [Phone]	CoCode: 19682 Group Code: 91 Group Name: FEIN Number: 06-0383750 -----	State of Domicile: Connecticut Company Type: State ID Number:

SERFF Tracking Number: HART-125661684 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FN.07.883.2008.10

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Computer and Media 2008

Project Name/Number: Spectrum/FN.07.883.2008.10

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50 flat fee (Group)

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$0.00	05/21/2008	
Hartford Insurance Company of the Midwest	\$0.00	05/21/2008	
Hartford Underwriters Insurance Company	\$0.00	05/21/2008	
Property and Casualty Insurance Company of Hartford	\$0.00	05/21/2008	
Twin City Fire Insurance Company	\$0.00	05/21/2008	
Hartford Accident and Indemnity Company	\$0.00	05/21/2008	
Hartford Fire Insurance Company	\$50.00	05/21/2008	20441475

SERFF Tracking Number:	HART-125661684	State:	Arkansas
First Filing Company:	Hartford Casualty Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	FN.07.883.2008.10		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package Liability
Product Name:	Computer and Media 2008		
Project Name/Number:	Spectrum/FN.07.883.2008.10		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/02/2008	06/02/2008

<i>SERFF Tracking Number:</i>	<i>HART-125661684</i>	<i>State:</i>	<i>Arkansas</i>
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	<i>Liability</i>		
<i>Product Name:</i>	<i>Computer and Media 2008</i>		
<i>Project Name/Number:</i>	<i>Spectrum/FN.07.883.2008.10</i>		

Disposition

Disposition Date: 06/02/2008
Effective Date (New): 07/12/2008
Effective Date (Renewal): 07/12/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: HART-125661684 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FN.07.883.2008.10

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Computer and Media 2008

Project Name/Number: Spectrum/FN.07.883.2008.10

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Track Changes	Approved	Yes
Form	Computers and Media	Approved	Yes

SERFF Tracking Number: HART-125661684 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Computer and Media 2008

Project Name/Number: Spectrum/FN.07.883.2008.10

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Computers and Media	SS 04 41 04 08		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 SS 04 41 07 05 Previous Filing #:		SS 04 41 04 08 V9.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTERS AND MEDIA

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM SPECIAL PROPERTY COVERAGE FORM

The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. COMPUTER EQUIPMENT

1. Coverage

We will pay for direct physical loss of or physical damage, to "computer equipment", subject to the Limit of Insurance shown in the Declarations for Computers And Media while anywhere within the policy territory, and while in transit, but only if:

- a. Owned by you; or
- b. Owned by others but in your care, custody and control regardless of whether you use it for personal or business needs.

2. "Computer Equipment" as used in this Optional Coverage means:

- a. "Computers";
- b. "Peripheral devices";
- c. "Media"; and
- d. Manuals that are purchased to be used in conjunction with hardware and "software".

3. Property Not Covered

"Computer Equipment" does not include:

- a. "Data" or "software".
- b. Source documents, other than manuals purchased with hardware or "software";
- c. Worksheets and printouts;
- d. Property held for sale or lease;
- e. Property leased or rented to others; or
- f. "Money", deeds, notes, "securities" or other financial instruments, including such instruments in electronic form.

4. Extended Causes of Loss

Direct physical loss or physical damage to "Computer Equipment" is extended to include the following:

- a. Electromagnetic injury caused by:
 - (1) Blackout or brownout;
 - (2) Transients, spikes, surges and other power failure;
 - (3) Airport security check, and radio or telephone line interference; or
 - (4) Electromagnetic disturbance outside the "computer system".
- b. Head crash, meaning physical damage to disks, tapes or hardware caused by a contact of electromagnetic heads (which read or write information) with such disks or tapes; and
- c. Damage caused by a "computer virus".
- d. Theft of "computer equipment". Theft means an act of stealing or an attempt to steal. Theft includes loss of property from a known place when it is likely that the property has been stolen.

5. Deductible

We will not pay for loss or damage in any one occurrence to "computer equipment" until the amount of loss or damage exceeds \$250, unless a separate deductible is stated in the Declarations for Computers and Media Coverage.

B. DATA AND SOFTWARE

1. Coverage

We will pay to research, replace or restore physically lost or physically damaged "data" or "software" subject to the Limit of Insurance shown in the Declarations for Computers and Media while anywhere within the policy territory, and while in transit, but only if:

- a. Owned by you; or
- b. Owned by others but in your care, custody and control regardless of whether you use it for personal or business needs.

2. Causes of Loss

The coverage provided by **B.1.** is provided only when such physical loss or physical damage is caused by one or more of the following:

- a. Direct physical loss of or physical damage to "computer equipment" for which coverage is provided by this endorsement;
- b. Electrical or magnetic injury to, or disturbance or erasure of covered "data" or "software" which results from power failure originating at your premises or within 1000 feet from the building containing the "data" and "software"; or
- c. Loss of or damage to "data" or "software" caused by a "computer virus".

3. Exclusion

We will not pay to research, replace or restore physically lost or physically damaged "data" or "software" which is licensed, leased or rented to others.

C. Additional Coverage

1. Business Income Coverage

If Business Income and Extra Expense Coverage is included in this policy then the following applies.

a. Coverage

The following Additional Coverages in the Standard or Special Property Coverage Form apply to "computer equipment", "data" and "software":

- (1) Business Income;
- (2) Extra Expense;
- (3) Civil Authority; and
- (4) Extended Business Income.

b. Causes of Loss Limitations

The following limitations apply if the physical loss or physical damage is a direct result of the **Extended Causes of Loss** for "computer equipment" or **Causes of Loss** for "software" and "data" as indicated below.

(1) Paragraph **C.1.b.(2) Limit of Insurance**, below only applies when the actual loss of business income and extra expense you incur due to the necessary suspension (slowdown or cessation) of your operations which is a result of:

- (a) A cause of loss included in **A.4.a., b. or c., Extended Causes of Loss**, of this endorsement; or
- (b) A cause of loss included in **B.2.b. or c., Causes of Loss**, of this endorsement; or
- (c) Physical damage or physical loss to "computer equipment", "data", and "software" that was away from the scheduled premises at the time of loss.

(2) Limit of Insurance

This Additional Coverage is included in the Limit of Insurance for Computers and Media shown in the Declarations. This is not an additional limit of insurance.

(3) Waiting Period

We will not pay for any covered Business Income loss you sustain under this provision due to physical loss or physical damage to "data", or "software" caused by a computer virus which results in the necessary suspension (slowdown or cessation) of your business described in the Declarations during the first 12 hours that immediately follow the start of such suspension. This Waiting Period applies independent of the deductible applicable to "Computer Equipment".

2. Equipment Breakdown Coverage

When this endorsement is attached to the Special Property Coverage Form, the Additional Coverage for Equipment Breakdown applies.

D. Exclusion Of Certain Computer Related Losses

The provisions of this endorsement do not override or in any way affect the application of the Exclusion Of Certain Computer Related Losses if such exclusion is endorsed to or otherwise made a part of this policy. That exclusion addresses the inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

E. Exclusions

1. Paragraph **A.3. Covered Causes of Loss**, and Section **B. Exclusions**, of the Standard or Special Property Coverage Form do not apply to coverage provided by this endorsement, except for the exclusions of:

- a. Earth Movement;
- b. Governmental Action;
- c. Nuclear Hazard;
- d. War and Military Action; and
- e. Water.

The above referenced exclusions apply to "computer equipment", "data" and "software" regardless of any other endorsement that is endorsed to or otherwise made a part of this policy which modifies either **A.3 Covered Causes of Loss** or Section **B. Exclusions** of the Standard or Special Property Coverage Form.

2. Additional Exclusions

We will not pay for loss or damage caused by or resulting from:

- a. Input, programming or processing errors;
- b. Mechanical breakdown or failure, however head crash will not be considered as a mechanical breakdown or failure.

This exclusion does not apply to coverage provided under the Additional Coverage provisions of this endorsement;

- c. Faulty construction, materials or workmanship;
- d. Error, omission or deficiency in design;
- e. Rust, corrosion, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- f. Dryness or dampness of atmosphere; changes in or extremes of temperature;

- g. Wear and tear, marring or scratching;
- h. Insects, birds, rodents, or other animals;
- i. Obsolescence;
- j. Dishonest or criminal acts by you, any of your partners, employees, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, whether acting alone or in collusion with others;
- k. Unexplained disappearance, however we will cover theft of "computer equipment" as provided in provision **A.4.d.**;
- l. Unlawful trade, or seizure by orders of governmental authority;
- m. Delay or loss of market; and
- n. Theft of laptop, palmtop or similar portable property while in transit as checked baggage.

H. Limit of Insurance

The most we will pay for physical loss or physical damage in any one occurrence is the Limit of Insurance for Computers and Media shown in the Declarations.

I. Loss Payment

This Loss Payment condition is applicable to the "computer equipment", "data", and "software" coverage provided by this endorsement. We will determine the value of Covered Property as follows:

- 1. "Computers," "peripheral devices", "media", and manuals at the full cost of repair or replace the property subject to the Limit of Insurance. However, we will not pay more for physical loss or physical damage on a replacement cost basis than the lesser of and the following:
 - a. The amount necessary to replace the item with similar property possessing the minimum characteristics necessary to perform the same functions when replacement with identical property is not possible or practical.
 - b. The amount necessary to repair or replace the item with one substantially identical to the physically lost or physically damaged item. In the event of a covered total loss to one or more items, we will allow up to 20% over the current replacement cost as described in this provision, as an Optional

Upgrade Allowance for the purchase of new property with upgraded processing or performance characteristics. This Optional Upgrade Allowance will, at our option, be payable after you have purchased the replacement property and have provided us with written proof of such purchases; or

- c. If the item is not repaired or replaced, we will pay not more than the actual cash value of the item at the time of physical loss or physical damage. If you elect this option, you have the right to make further claim within 180 days after loss for any additional payment on a replacement cost basis.
2. In the event of physical loss or physical damage to "data" or "software", we will pay the reasonable amount you actually spend to reproduce, restore, or replace the physically lost or physically damaged "data" or "software". This includes the cost of

computer consultation services for restoration and the cost of research to reconstruct lost or damaged information. But we will not pay more than the Limit of Insurance for Computers and Media specified in the Declarations.

3. In the event of physical loss or physical damage to any part of "computer equipment", "data" or "software", we will pay only what it would cost to replace, reproduce, or restore the physically lost or physically damaged part.

J. Additional Definitions

1. "Computer Virus" means a program, which is intentionally created to cause damage or disruption in the computer operations of a party using or coming in contact in any way with the program.
2. "Computer System" includes "computer", "peripheral devices", "software", and "data necessary for the "computer" to function for its intended purpose.

<i>SERFF Tracking Number:</i>	<i>HART-125661684</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FN.07.883.2008.10</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Computer and Media 2008</i>		
<i>Project Name/Number:</i>	<i>Spectrum/FN.07.883.2008.10</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125661684 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FN.07.883.2008.10
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: Computer and Media 2008
Project Name/Number: Spectrum/FN.07.883.2008.10

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/02/2008

Comments:

Attached is the P&C Transmittal Document and the Form Filing Schedule.

Attachments:

AR PC-TD-1.pdf
AR PC-FFS-1.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 06/02/2008

Comments:

Attached please find the Explanatory Memorandum.

Attachment:

Form Explanatory-Computers Media CW V2.pdf

Satisfied -Name: Track Changes **Review Status:** Approved 06/02/2008

Comments:

Attached is the Track Changes for Form SS 04 41 04 08.

Attachment:

SS 04 41 04 08 TC V9.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

5. Company Tracking Number	FN.07.883.2008.10
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Marilu Gonzalez	Filing Analyst			Marilu.Gonzalez2
	Hartford Plaza, Hartford, CT 06115		860-547-3471	860-547-5941	@TheHartford.com
7.	Signature of authorized filer		<i>Marilu Gonzalez</i>		
8.	Please print name of authorized filer		Marilu Gonzalez		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	CMP
10. Sub-Type of Insurance (Sub-TOI)	Spectrum (BOP)
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Computer and Media 2008
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 7/12/2008 Renewal: 7/12/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	May 21, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	FN.07.883.2008.10
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
<p>This filing introduces a revised form for use with our Spectrum and Spectrum Xpand policies as described in the Explanatory Memorandum prepared by Samuel Wilson, AU AIS, Product Specialist.</p>	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	FN.07.883.2008.10			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Computers and Media	SS 04 41 04 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SS 04 41 07 05	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

EXPLANATORY MEMORANDUM - FORMS SPECTRUM POLICY

This filing introduces a revised form for use with our Spectrum and Spectrum Xpand policies.

1. REVISED FORM

Revised Form Number	Replaces	Form Title
SS 04 41 04 08	SS 04 41 07 05	Computers and Media

2. EXPLANATION OF FORM CHANGE

A number of changes was made to the Computers and Media form to help clarify coverage intent and to remove conflicting terms. Below describes the changes made and the resulting impact to insureds.

a) The format of the form was modified to increase readability with the use of headers for the sub-sections of the form. The following has been added:

- A.1. "Coverage"
- A.3. "Property Not Covered"
- A.4. "Extended Causes of Loss"
- B.1. "Coverage"
- B.2. "Causes of Loss"
- B.3. "Exclusion"
- C.1.a. "Coverage"
- C.1.b. "Causes of Loss Limitations"
- C.1.b.(2) "Limit of Insurance"
- C.2. "Equipment Breakdown"
- D. "Exclusion of Certain Computer Related Losses"
- E. "Exclusions"

This results in clarification change only.

b) Paragraph A.4.(4) electromagnetic injury coverage was moved from paragraph G. to make it more clear that this is a coverage grant under computer equipment.

This results in clarification only.

c) Subparagraph B.1. was revised to B.2. "Causes of Loss" to make it clearer and for ease of reference.

This results in clarification only.

d) Additional Coverage - Business Income section C.1. was rearranged and revised to make it more clear the coverage intent and when the limit of insurance of the computer and media form applies to business income coverage. Paragraph C.1.b. "Causes of Loss Limitations" was added to more clearly identify when the computer and media limit of insurance and the waiting period apply. In the past the computer and media limit applied to all business income loss. The coverage intent is that the Spectrum Special or Standard Property Coverage Form business income limit applies unless one of the mentioned causes of loss in C.1.b. applies; then, the computer and media limit applies to the total loss including business income loss.

This results in broadening of coverage.



EXPLANATORY MEMORANDUM - FORMS SPECTRUM POLICY

- e) The conflicting language in C.3. regarding the limit of insurance when earthquake is on the policy has been removed. This conflicted with provision E.1. The Earth Movement exclusion is applicable even when an endorsement to add earthquake or earthquake sprinkler leakage is added to the policy. In addition, additional language was added in E.1. to make it more clear that other endorsements don't modify this form's exclusion in E.1.

This is a reduction of coverage. We will be sending a policyholder notice to notify affected insureds of the change in language.

- f) Paragraph F. was relabeled as E.2.

This results in clarification only.

- f) Paragraph F.5. was removed as it was redundant and didn't exclude any coverage not already provided for by either the computer and media form or the equipment breakdown provision.

This results in clarification only.

- g) Paragraph J.2. "Computer Systems" was added to give greater understanding of the intent of this term.

This results in clarification only.

Use: The use of this form has not changed with this filing. This is an optional coverage form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTERS AND MEDIA

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM SPECIAL PROPERTY COVERAGE FORM

The provisions of this policy apply to the coverage stated in this endorsement, except as indicated below.

A. COMPUTER EQUIPMENT

1. Coverage

We will pay for direct physical loss of or physical damage, to "computer equipment", subject to the Limit of Insurance shown in the Declarations for Computers And Media while anywhere within the policy territory, and while in transit, but only if:

- a. Owned by you; or
- b. Owned by others but in your care, custody and control regardless of whether you use it for personal or business needs.

2. "Computer Equipment" as used in this Optional Coverage means:

- a. "Computers";
- b. "Peripheral devices";
- c. "Media"; and
- d. Manuals that are purchased to be used in conjunction with hardware and "software".

3. Property Not Covered

"Computer Equipment" does not include:

- a. "Data" or "software".
- b. Source documents, other than manuals purchased with hardware or "software";
- c. Worksheets and printouts;
- d. Property held for sale or lease;
- e. Property leased or rented to others; or
- f. "Money", deeds, notes, "securities" or other financial instruments, including such instruments in electronic form.

4. Extended Causes of Loss

Direct physical loss or physical damage to "Computer Equipment" is extended to include the following:

a. Electromagnetic injury caused by:

- (1) Blackout or brownout;
- (2) Transients, spikes, surges and other power failure;
- (3) Airport security check, and radio or telephone line interference; or

(4) Electromagnetic disturbance outside the "computer system".

b. Head crash, meaning physical damage to disks, tapes or hardware caused by a contact of electromagnetic heads (which read or write information) with such disks or tapes; and

c. Damage caused by a "computer virus".

d. Theft of "computer equipment". Theft means an act of stealing or an attempt to steal. Theft includes loss of property from a known place when it is likely that the property has been stolen.

5. Deductible

We will not pay for loss or damage in any one occurrence to "computer equipment" until the amount of loss or damage exceeds \$250, unless a separate deductible is stated in the Declarations for Computers and Media Coverage.

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B. DATA AND SOFTWARE

1. Coverage

We will pay to research, replace or restore physically lost or physically damaged "data" or "software" subject to the Limit of Insurance shown in the Declarations for Computers and Media while anywhere within the policy territory, and while in transit, but only if:

- a. Owned by you; or
- b. Owned by others but in your care, custody and control regardless of whether you use it for personal or business needs.

2. Causes of Loss

The coverage provided by B.1. is provided only when such physical loss or physical damage is caused by one or more of the following:

- a. Direct physical loss of or physical damage to "computer equipment" for which coverage is provided by this endorsement;
- b. Electrical or magnetic injury to, or disturbance or erasure of covered "data" or "software" which results from power failure originating at your premises or within 1000 feet from the building containing the "data" and "software"; or
- c. Loss of or damage to "data" or "software" caused by a "computer virus".

3. Exclusion

We will not pay to research, replace or restore physically lost or physically damaged "data" or "software" which is licensed, leased or rented to others.

C. Additional Coverage

1. Business Income Coverage

If Business Income and Extra Expense Coverage is included in this policy then the following applies.

a. Coverage

The following Additional Coverages in the Standard or Special Property Coverage Form apply to "computer equipment", "data" and "software":

- (1) Business Income;
- (2) Extra Expense;
- (3) Civil Authority; and
- (4) Extended Business Income.

b. Causes of Loss Limitations

The following limitations apply if the physical loss or physical damage is a direct result of the **Extended Causes of Loss** for "computer equipment" or **Causes of Loss** for "software" and "data" as indicated below.

(1) Paragraph C.1.b.(2) Limit of Insurance, below only applies when the actual loss of business income and extra expense you incur due to the necessary suspension (slowdown or cessation) of your operations which is a result of:

- (a) A cause of loss included in A.4.a., b. or c., **Extended Causes of Loss**, of this endorsement; or
- (b) A cause of loss included in B.2.b. or c., **Causes of Loss**, of this endorsement; or
- (c) Physical damage or physical loss to "computer equipment", "data", and "software" that was away from the scheduled premises at the time of loss.

(2) Limit of Insurance

This Additional Coverage is included in the Limit of Insurance for Computers and Media shown in the Declarations. This is not an additional limit of insurance.

(3) Waiting Period

We will not pay for any covered Business Income loss you sustain under this provision due to physical loss or physical damage to "data", or "software" caused by a computer virus which results in the necessary suspension (slowdown or cessation) of your business described in the Declarations during the first 12 hours that immediately follow the start of such suspension. This Waiting Period applies independent of the deductible applicable to "Computer Equipment".

2. Equipment Breakdown Coverage

When this endorsement is attached to the Special Property Coverage Form, the Additional Coverage for Equipment Breakdown applies.

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D. Exclusion Of Certain Computer Related Losses

The provisions of this endorsement do not override or in any way affect the application of the Exclusion Of Certain Computer Related Losses if such exclusion is endorsed to or otherwise made a part of this policy. That exclusion addresses the inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

E. Exclusions

1. Paragraph A.3. Covered Causes of Loss, and Section B. Exclusions of the Standard or Special Property Coverage Form do not apply to coverage provided by this endorsement, except for the exclusions of:

- a. Earth Movement;
- b. Governmental Action;
- c. Nuclear Hazard;
- d. War and Military Action; and
- e. Water.

The above referenced exclusions apply to "computer equipment", "data" and "software" regardless of any other endorsement that is endorsed to or otherwise made a part of this policy which modifies either A.3 Covered Causes of Loss or Section B. Exclusions of the Standard or Special Property Coverage Form.

2. Additional Exclusions

We will not pay for loss or damage caused by or resulting from:

- a. Input, programming or processing errors;
- b. Mechanical breakdown or failure, however head crash will not be considered as a mechanical breakdown or failure.

This exclusion does not apply to coverage provided under the Additional Coverage provisions of this endorsement;

- c. Faulty construction, materials or workmanship;
- d. Error, omission or deficiency in design;
- e. Rust, corrosion, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- f. Dryness or dampness of atmosphere; changes in or extremes of temperature;

g. Wear and tear, marring or scratching;

h. Insects, birds, rodents, or other animals;

i. Obsolescence;

j. Dishonest or criminal acts by you, any of your partners, employees, trustees, authorized representatives or anyone to whom you entrust the property for any purpose, whether acting alone or in collusion with others;

k. Unexplained disappearance, however we will cover theft of "computer equipment" as provided in provision A.4.d.

l. Unlawful trade, or seizure by orders of governmental authority;

m. Delay or loss of market; and

n. Theft of laptop, palmtop or similar portable property while in transit as checked baggage.

H. Limit of Insurance

The most we will pay for physical loss or physical damage in any one occurrence is the Limit of Insurance for Computers and Media shown in the Declarations.

I. Loss Payment

This Loss Payment condition is applicable to the "computer equipment", "data", and "software" coverage provided by this endorsement. We will determine the value of Covered Property as follows:

1. "Computers," "peripheral devices", "media", and manuals at the full cost of repair or replace the property subject to the Limit of Insurance. However, we will not pay more for physical loss or physical damage on a replacement cost basis than the lesser of and the following:

a. The amount necessary to replace the item with similar property possessing the minimum characteristics necessary to perform the same functions when replacement with identical property is not possible or practical.

b. The amount necessary to repair or replace the item with one substantially identical to the physically lost or physically damaged item. In the event of a covered total loss to one or more items, we will allow up to 20% over the current replacement cost as described in this provision, as an Optional

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Exclusion F.5. does not apply to short circuits or the internal electromagnetic damage by an electromagnetic disturbance outside the system.

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Upgrade Allowance for the purchase of new property with upgraded processing or performance characteristics. This Optional Upgrade Allowance will, at our option, be payable after you have purchased the replacement property and have provided us with written proof of such purchases; or

- c. If the item is not repaired or replaced, we will pay not more than the actual cash value of the item at the time of physical loss or physical damage. If you elect this option, you have the right to make further claim within 180 days after loss for any additional payment on a replacement cost basis.
2. In the event of physical loss or physical damage to "data" or "software", we will pay the reasonable amount you actually spend to reproduce, restore, or replace the physically lost or physically damaged "data" or "software". This includes the cost of

computer consultation services for restoration and the cost of research to reconstruct lost or damaged information. But we will not pay more than the Limit of Insurance for Computers and Media specified in the Declarations.

3. In the event of physical loss or physical damage to any part of "computer equipment", "data" or "software", we will pay only what it would cost to replace, reproduce, or restore the physically lost or physically damaged part.

J. Additional Definitions

1. "Computer Virus" means a program, which is intentionally created to cause damage or disruption in the computer operations of a party using or coming in contact in any way with the program.

~~2. "Computer System" includes "computer", "peripheral devices", "software", and "data necessary for the "computer" to function for its intended purpose.~~

Deleted: 2. "Computer Equipment" means "computers", "peripheral devices", "media", and manuals that are purchased to be used in conjunction with hardware and "software".